

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated Dec 3, 2010 and is entered into by and between Jesse Miller ("Consultant") and the Commission on African American Affairs acting with the Northwest Institute for Leadership and Change, referred to hereafter as the "Commission." This contract is for services to the Commission to be paid with funds under management of the Northwest Institute for Leadership and Change.

1. Services by Consultant

1.1 Consultant shall generate attendance at events listed below:

- December 4, 2010, Advocacy Training, Tacoma
- January 8, 2011, Advocacy Training, Seattle
- January 22, 2011, Advocacy Training, Tacoma
- February 21, 2011 Ethnic Education Summit, Olympia
(These attendees MUST have completed one of the above trainings.)

2. Schedule of Work

2.1 Consultant shall perform the services described above beginning on Dec 3, 2010 and continuing through February 28, 2011.

2.2 Consultant is authorized to proceed with work under this Agreement upon email authorization from the Commission, to be sent after full execution of this contract.

3. Compensation

3.1 Compensation for the work set forth above shall be at a rate of \$25.00 per African American under the age of 25 and \$20 per person for all others. The following conditions MUST be met for Consultant to be paid.

- Attendee must register online at www.caa.wa.gov
- The Commission MUST receive an email at pmorris@caa.gov of a list of all attendees the day before a scheduled event by 5:00 p.m. for the Consultant to receive compensation for an attendee.
- Attendees MUST arrive to the event no later than 10:30 a.m. and leave no earlier than 1:30p.m., from the event for the Consultant to receive compensation for an attendee.

3.2 The maximum number of attendees the consultant will be compensated for is 20 attendees at any single event.

4. Payment

4.1 The Commission will prepare a memo and invoice for payment by comparing the list received from the contractor and the online registrations following the event.

4.2 All invoices shall be paid by the Commission within forty-five (45) days of receipt by the Commission.

5. Independent Contractor

5.1 Consultant shall be at all times during the term of this Agreement, an independent contractor. This status requires the Consultant to take responsibility for all taxes that become due or are associated with the income generated to her.

6. Notice

6.1 All notices, authorizations, or invoices required by this Agreement shall be considered properly delivered when personally delivered, when received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested to:

Consultant: Jesse Miller
 P.O. Box 111392
 Tacoma, WA 98411

Commission: Commission on
 African American Affairs
 P. O. Box 40926
 Olympia, WA 98504-0926

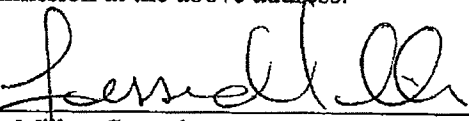
7. Extent of Agreement/Modification

7.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties.

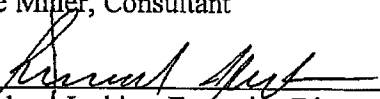
8. Term of Service

This Agreement is effective as of December 3, 2010 February 28, 2011. Either the Commission or the Contractor may terminate this Agreement upon fourteen- (14) days written notice to the other party.

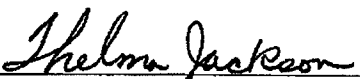
If the foregoing accurately sets forth our understanding, please sign and date the enclosed copies of this Agreement in the space provided below. Keep one for your files and return two to The Commission at the above address.



Jesse Miller, Consultant Date 12/29/2010



Rosalund Jenkins, Executive Director Date 12/29/2010
Washington State Commission on African American Affairs



Dr. Thelma Jackson, President Date 1/14/11
Northwest Institute for Leadership and Change